

FILED

CLERK, U.S. DISTRICT COURT

JUNE 4 2019

CENTRAL DISTRICT OF CALIFORNIA

BY: vdr DEPUTY

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10 on behalf of herself, all others similarly situated,  
11 and on behalf of the general public.

12 **UNITED STATES DISTRICT COURT**  
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 KRISTINA MCCONVILLE on behalf  
15 of herself, all others similarly situated,  
16 and on behalf of the general public,

17 Plaintiffs,

18 v.

19 RENZENBERGER, INC.; and DOES 1-  
20 100,

21 Defendants.

22 Case No. 2:17-cv-02972-FMO-JC

23 **PLAINTIFF'S FIRST AMENDED CLASS  
ACTION COMPLAINT FOR DAMAGES,  
INJUNCTIVE RELIEF, DECLARATORY  
RELIEF, AND RESTITUTION**

24 **1) Failure to Pay All Straight Time  
Wages;**  
25 **2) Failure to Pay Overtime;**  
26 **3) Failure to Provide Meal Periods (Lab.  
Code §§ 226.7, 512, IWC Wage Order  
Nos. 9-1998, 9-2000, 9-2001(11); Cal.  
Code Regs., tit. 8 § 11090);**  
27 **4) Failure to Authorize and Permit Rest  
Periods (Lab. Code § 226.7; IWC  
Wage Order Nos. 9-1998, 9-2000, 9-  
2001(12); Cal. Code Regs. Title 8 §  
11090);**  
28 **5) Knowing and Intentional Failure to  
Comply with Itemized Employee  
Wage Statement Provisions (Lab.  
Code §§ 226, 1174, 1175);**  
29 **6) Failure to Pay All Wages Due at the  
Time of Termination of Employment  
(Lab. Code §§ 201-203);**  
30 **7) Violation of Unfair Competition Law  
(Bus. & Prof. Code § 17200, et seq.);**  
31 **8) Violations of the Labor Code Private  
Attorneys General Act of 2004  
("PAGA").**

32 **DEMAND FOR JURY TRIAL**

1 Plaintiffs KRISTINA MCCONVILLE, on behalf of herself, all others similarly situated,  
2 and on behalf of the general public, complains of Defendants and/or DOES and for causes of  
3 action and alleges:

- 4 1. This is a class action pursuant to California Code of Civil Procedure section 382 on  
5 behalf of Plaintiff, KRISTINA MCCONVILLE, and all non-exempt, hourly truck  
6 workers, truck drivers, drivers, or similar job designations who are presently or formerly  
7 employed by RENZENBERGER, INC. and/or DOES and/or its subsidiaries or affiliated  
8 companies and/or predecessors and/or DOES, within the State of California.
- 9 2. At all times mentioned herein, RENZENBERGER, INC. and/or DOES own and operate  
10 trucks, industrial trucks, industrial vehicles, and/or industrial work sites. At all times  
11 during the liability period, RENZENBERGER, INC. and/or DOES have conducted  
12 business in Sacramento County and elsewhere within California.
- 13 3. At all times mentioned herein, RENZENBERGER, INC. and/or subsidiaries or affiliated  
14 companies and/or DOES, within the State of California, have, among other things,  
15 employed current and former non-exempt employees with job titles including, truck  
16 workers, industrial truck workers, industrial truck drivers, industrial vehicle drivers,  
17 and/or industrial workers (hereinafter "Non-Exempt Employees").
- 18 4. At all times mentioned herein, the common policies and practices of RENZENBERGER,  
19 INC. and/or DOES was a direct cause of Defendants' failure to comply with California's  
20 wage and hours laws, Wage Orders, and/or the California Labor Code, as set forth more  
21 fully within.
- 22 5. For at least four years prior to the filing of this action and through to the present,  
23 Defendants RENZENBERGER, INC. and/or DOES have had a consistent policy and/or  
24 practice of not paying Plaintiff and its Non-Exempt Employees for all of the hours they  
25 worked. Specifically, Defendants RENZENBERGER, INC. and/or DOES have had a  
26 continuous and widespread policy of "clocking-out" Plaintiff and those similarly situated  
27 for thirty (30) minute meal periods (referred to as "auto-meal deduct"), even though  
28

1 Plaintiff and those similarly situated were suffered and/or permitted to work during these  
2 deduction periods, thereby deducting thirty (30) minutes of paid time, including straight  
3 time and overtime.

4 6. For at least four years prior to the filing of this action and through to the present,  
5 Defendants RENZENBERGER, INC. and/or DOES have had a consistent policy and/or  
6 practice of failing to provide all straight time and overtime wages owed to Non-Exempt  
7 Employees, as mandated under the *California Labor Code* and the implementing rules  
8 and regulations of the Industrial Welfare Commission's ("IWC") California Wage  
9 Orders.

10 7. For at least four years prior to the filing of this action and through to the present,  
11 Defendants RENZENBERGER, INC. and/or DOES have had a consistent policy of  
12 requiring Non-Exempt Employees within the State of California, including Plaintiff, to  
13 work through meal periods and work at least five (5) hours without a meal period and  
14 failing to pay such employees one (1) hour of pay at the employees' regular rate of  
15 compensation for each workday that the meal period is not provided, or other  
16 compensation, as required by California's state wage and hour laws, and automatically  
17 deducting a half hours pay from their wages.

18 8. For at least four years prior to filing of this action and through the present, Defendants  
19 RENZENBERGER, INC. and/or DOES did not have a policy of allowing its hourly  
20 employees working shifts of ten (10) or more hours in a day to take a second meal period  
21 of not less than thirty (30) minutes as required by the applicable Wage Order of the IWC.

22 9. For at least four years prior to the filing of this action and through to the present,  
23 Defendants RENZENBERGER, INC. and/or DOES have had a consistent policy of  
24 requiring Non-Exempt Employees within the State of California, including Plaintiff, to  
25 work over ten (10) hours without providing an additional, uninterrupted meal period of  
26 thirty (30) minutes and failing to pay such employees one (1) hour of pay at the  
27 employees' regular rate of compensation for each workday that the meal period is not

1 provided, or other compensation, as required by California's state wage and hour laws.

2 10. For at least four years prior to the filing of this action and through to the present,  
3 Defendants RENZENBERGER, INC. and/or DOES have had a consistent policy and/or  
4 practice of requiring its Non-Exempt Employees within the State of California, including  
5 Plaintiff, to work for over four hours, or a major fraction thereof, without a 10 minute rest  
6 period, and failing to pay such employees one (1) hour of pay at the employees' regular  
7 rate of compensation for each workday that the rest period is not provided, or other  
8 compensation, as required by California's state wage and hour laws.

9 11. For at least four years prior to the filing of this action and through to the present,  
10 Defendants RENZENBERGER, INC. and/or DOES and/or their officers and/or  
11 managing agents have had a consistent policy and/or practice of willfully failing to  
12 provide to Plaintiff and its Non-Exempt Employees, accurate itemized employee wage  
13 statements.

14 12. For at least four years prior to the filing of this action and through to the present,  
15 Defendants RENZENBERGER, INC. and/or DOES and/or their officers and/or  
16 managing agents have had a consistent policy and/or practice of willfully failing to timely  
17 pay wages owed to Plaintiff and those Non-Exempt Employees who left Defendants  
18 RENZENBERGER, INC. and/or DOES' employ or who were terminated.

19 13. For at least four years prior to the filing of this action and through to the present,  
20 RENZENBERGER, INC. and/or DOES, by failing to lawfully pay Plaintiff and those  
21 similarly situated all the wages they are owed, engaged in false, unfair, fraudulent and  
22 deceptive business practices within the meaning of the Business and Professions Code  
23 section 17200, *et seq.*

24 14. RENZENBERGER, INC. and/or DOES' business is staffed, *inter alia*, by hourly  
25 employees that are truck workers, industrial truck workers, industrial truck drivers,  
26 industrial vehicle drivers, industrial workers, and/or any similar hourly job designation or  
27 title, employed by Defendants in Sacramento County and throughout the State of  
28

1 California.

2 15. Throughout the statutory period, Plaintiff and similarly situated Non-Exempt Employees

3 were employed by Defendants RENZENBERGER, INC. and/or DOES as industrial truck

4 workers, industrial vehicle workers, and/or industrial workers and/or other hourly

5 employees with similar job titles or designations.

6 16. Throughout the statutory period, RENZENBERGER, INC. and/or DOES' employees,

7 including Plaintiff and similarly situated Non-Exempt Employees, were not provided all

8 straight time and overtime wages owed, meal periods and rest periods, or compensation

9 in lieu thereof, as mandated under the *California Labor Code*, and the implementing rules

10 and regulations of the Industrial Welfare Commissions ("IWC") California Wage Orders.

11 17. Throughout the statutory period, RENZENBERGER, INC. and/or DOES' employees,

12 including Plaintiff and similarly situated Non-Exempt Employees were not provided with

13 accurate and itemized employee wage statements.

14 18. RENZENBERGER, INC. and/or DOES failed to comply with Labor Code section 226,

15 subdivision (a), by itemizing in wage statements all hourly compensation and accurately

16 reporting total hours worked by Plaintiff and the members of the proposed class. Plaintiff

17 and members of the proposed class are entitled to penalties not to exceed \$4,000 for each

18 employee pursuant to Labor Code section 226(b).

19 19. RENZENBERGER, INC. and/or DOES have failed to comply with IWC Wage Order 9-

20 2001(7) by failing to maintain time records showing hourly compensation, when the

21 employee begins and ends each work day and total daily hours worked by itemizing in

22 wage statements and accurately reporting total hours worked by Plaintiff and members of

23 the proposed class.

24 20. RENZENBERGER, INC. and/or DOES' failure to retain accurate records of total hours

25 worked by Plaintiff and the proposed class was willful and deliberate, was a continuous

26 breach of RENZENBERGER, INC. and/or DOES' duty owed to Plaintiff and the

27 proposed class.

28

- 1 21. Throughout the statutory period, RENZENBERGER, INC. and/or DOES' employees,  
2 including Plaintiff and similarly situated Non-Exempt Employees, were not timely paid  
3 all wages owed to them at the time of termination.
- 4 22. Defendants RENZENBERGER, INC. and/or DOES are and were aware that Plaintiff and  
5 members of the proposed Plaintiff Class were not paid all straight time and overtime  
6 wages owed, nor provided meal and rest periods. Defendants' and/or DOES' denial of  
7 wages and other compensation due to Plaintiff and members of the proposed Plaintiff  
8 class was willful and deliberate.
- 9 23. Defendants RENZENBERGER, INC. and/or DOES each and collectively controlled the  
10 wages, hours, and working conditions of Plaintiff and the Class he seeks to represent,  
11 creating a joint-employer relationship over Plaintiff and the Class he seeks to represent.
- 12 24. Plaintiff KRISTINA MCCONVILLE, on behalf of herself and all of RENZENBERGER,  
13 INC. and/or DOES' Non-Exempt Employees, brings this action pursuant to *California*  
14 *Labor Code* sections 226, subd. (b), 226.7. 510, 512, 558, 1194, and California Code of  
15 Regulations, Title 8, section 11090, seeking unpaid wages, overtime, meal and rest period  
16 compensation, penalties, injunctive and other equitable relief, relief under the Labor Code  
17 Private Attorneys General Act of 2004 ("PAGA"), and reasonable attorneys' fees and  
18 costs.
- 19 25. Plaintiff KRISTINA MCCONVILLE, on behalf of herself and all putative Class  
20 Members of RENZENBERGER, INC. and/or DOES' non-exempt employees, pursuant to  
21 *California Business and Professions Code* sections 17200-17208, also seeks injunctive  
22 relief, restitution, and disgorgement of all benefits RENZENBERGER, INC. and/or  
23 DOES enjoyed from their failure to pay all straight time wages, overtime wages, and  
24 meal and rest period compensation.

26 **I. VENUE**

- 27 26. Venue as to each Defendant, RENZENBERGER, INC. and/or DOES, is proper in this  
28 judicial district, pursuant to Code of Civil Procedure section 395. Defendants

1 RENZENBERGER, INC. and/or DOES conduct business and commit Labor Code  
2 violations within Sacramento County, and each Defendant and/or DOE is within  
3 California for service of process purposes. The unlawful acts alleged herein have a direct  
4 effect on Plaintiff and those similarly situated within the State of California and within  
5 Sacramento County. Defendants RENZENBERGER, INC. and/or DOES employ  
6 numerous Class Members who work in Sacramento County, in California.  
7

8 **II. PARTIES**

9 **A. Plaintiffs.**

10 27. At all relevant times herein, Plaintiff KRISTINA MCCONVILLE is and was a resident of  
11 California. At all relevant times herein, she was employed by Defendants  
12 RENZENBERGER, INC. and/or DOES within the last four years as a non-exempt truck  
13 worker, industrial truck worker, industrial truck driver, industrial vehicle driver,  
14 industrial worker and/or any similar job designation at RENZENBERGER, INC. and/or  
15 DOES in California. Throughout his employment with RENZENBERGER, INC. and/or  
16 DOES, KRISTINA MCCONVILLE was employed as a non-exempt truck worker,  
17 industrial truck worker, industrial truck driver, industrial vehicle driver, industrial  
18 worker, and/or any similar job designation.  
19 28. Plaintiff filed a Notice of Labor Code Violations Pursuant to Labor Code Section 2699.3  
20 with the Labor and Workforce Development Agency ("LWDA"). To date, Plaintiff has  
21 not received notice that the LWDA will be taking action in response to Plaintiff's Notice.  
22 29. On information and belief, Plaintiff and all other members of the proposed Class  
23 experienced Defendants' RENZENBERGER, INC. and/or DOES' common company  
24 policies of failing to pay all straight time and overtime wages owed.  
25 30. On information and belief, Plaintiff and all other members of the proposed Class  
26 experienced Defendants' RENZENBERGER, INC. and/or DOES' common company  
27 policies of illegally deducting wages from employees.  
28 31. On information and belief, Plaintiff and all other members of the proposed Class

1 experienced Defendants' RENZENBERGER, INC. and/or DOES' common policies  
2 and/or practices of failing to pay all straight time and overtime wages owed, auto-meal  
3 deduct, and providing no meal periods to employees working at least five (5) hours or  
4 any additional meal periods for working in excess of ten (10) hours, or compensation in  
5 lieu thereof.

6 32. On information and belief, Plaintiff and all other members of the proposed Class  
7 experienced Defendants' RENZENBERGER, INC. and/or DOES' common company  
8 policies of failing to provide ten (10) minute paid rest breaks to employees whom worked  
9 four (4) hours or major fraction thereof.

10 33. On information and belief, Plaintiff and all other members of the proposed Class  
11 experienced Defendants' RENZENBERGER, INC. and/or DOES' common company  
12 policies of failing to provide Non-Exempt Employees with accurate itemized wage  
13 statements. On information and belief, Defendants and/or DOES' failure to provide to  
14 their Non-Exempt Employees, including Plaintiff, with accurate itemized wage  
15 statements was willful.

16 34. On information and belief, Plaintiff and all other members of the proposed Class  
17 experienced Defendants' RENZENBERGER, INC. and/or DOES' common company  
18 policies of failing to timely compensate Non-Exempt Employees all wages owed upon  
19 termination. On information and belief, Defendants and/or DOES' failure to pay Non-  
20 Exempt Employees, including Plaintiff, in a timely manner, compensation owed to them  
21 upon termination of their employment with RENZENBERGER, INC. and/or DOES was  
22 willful.

23 35. On information and belief, Plaintiff and all other members of the proposed Class  
24 experienced Defendants RENZENBERGER, INC. and/or DOES' fraudulent and  
25 deceptive business practices within the meaning of the Business and Professions Code  
26 section 17200, *et seq.*

27 36. Plaintiff and the proposed class she seeks to represent are covered by, *inter alia*,

1 California IWC Occupational Wage Order Nos. 9-1998, 9-2000, and 9-2001, and Title 8,  
2 California Code of Regulations, §11090.

3 **B. Defendants.**

4 37. RENZENBERGER, INC. and/or DOES own and operate trucks, industrial trucks,  
5 industrial vehicles, and/or industrial work sites, and, at all times during the liability  
6 period, have conducted business in Sacramento County and elsewhere within California.  
7 At these work sites and throughout California, Defendants RENZENBERGER, INC.  
8 and/or DOES have, among other things, employed persons as truck workers, industrial  
9 truck workers, industrial truck drivers, industrial vehicle drivers, industrial workers,  
10 and/or other similar job designations.

11 38. RENZENBERGER, INC. and/or DOES' employed Plaintiff and members of the  
12 proposed Class throughout the statutory liability period as non-exempt truck workers,  
13 industrial truck workers, industrial truck drivers, industrial vehicle drivers, industrial  
14 workers, and/or other similar job designations. On information and belief,  
15 RENZENBERGER, INC. and/or DOES' employed Plaintiff and members of the  
16 proposed Class on an hourly basis within California. On information and belief,  
17 RENZENBERGER, INC. and/or DOES exercised control over the wages, hours, and/or  
18 working conditions of Plaintiff and members of the proposed class.

19 39. RENZENBERGER, INC. and/or DOES' principal place of business is in the State of  
20 California. RENZENBERGER, INC. and/or DOES have numerous office and/or contacts  
21 in the State of California. California is the nerve center of RENZENBERGER, INC.  
22 and/or DOES operations.

23 40. The true names and capacities, whether individual, corporate, associate, or otherwise, of  
24 Defendants DOES 1-100, inclusive, are presently unknown to Plaintiff, who therefore  
25 sues these Defendants by such fictitious names under Code of Civil Procedure section  
26 474. Plaintiff is informed and believes, and based thereon alleges, that each of the  
27 Defendants designated herein as a DOE is legally responsible in some manner for the  
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1       unlawful acts referred to herein. Plaintiff will seek leave of court to amend this  
2       Complaint to reflect the true names and capacities of the Defendants designated  
3       hereinafter as DOES when such identities become known.

4       41. Plaintiff is informed and believes, and based thereon alleges, that each Defendant and/or  
5       DOE acted in all respects pertinent to this action as the agent of the other Defendants  
6       and/or DOES, carried out a joint scheme, business plan or policy in all respects pertinent  
7       hereto, and the acts of each Defendants and/or DOES are legally attributable to the other  
8       Defendants and/or DOES.

9       **III. CLASS ACTION ALLEGATIONS**

10       42. Plaintiff brings this action on behalf of themselves and all others similarly situated as a  
11       class action pursuant to section 382 of the California Code of Civil Procedure. Plaintiff  
12       seeks to represent a Class composed of and defined as follows:

13               All persons who are employed or have been employed by  
14               Defendants in the State of California as hourly, Non-Exempt truck  
15               workers, industrial truck workers, industrial truck drivers,  
16               industrial vehicle drivers, industrial workers, and/or other similar  
17               job designations and titles during the period of the relevant statute  
18               of limitations.

19       Plaintiff also seeks to represent a Subclass composed of and defined as follows:

20               All persons who are or have been employed by  
21               RENZENBERGER, INC. and/or DOES in the State of California  
22               as truck workers, industrial truck workers, industrial truck drivers,  
23               industrial vehicle drivers, industrial workers, and/or other similar  
24               job designations and titles during the period of the relevant statute  
25               of limitations, who worked one or more shifts in excess of 5 hours.

26               All persons who are or have been employed by

1 RENZENBERGER, INC. and/or DOES in the State of California  
2 as truck workers, industrial truck workers, industrial truck drivers,  
3 industrial vehicle drivers, industrial workers, and/or other similar  
4 job designations and titles during the period of the relevant statute  
5 of limitations, who worked one or more shifts in excess of 6 hours.  
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7 All persons who are or have been employed by  
8 RENZENBERGER, INC. and/or DOES in the State of California  
9 as truck workers, industrial truck workers, industrial truck drivers,  
10 industrial vehicle drivers, industrial workers, and/or other similar  
11 job designations and titles during the period of the relevant statute  
12 of limitations, who worked one or more shifts in excess of 10  
13 hours.  
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15 All persons who are or have been employed by  
16 RENZENBERGER, INC. and/or DOES in the State of California  
17 as truck workers, industrial truck workers, industrial truck drivers,  
18 industrial vehicle drivers, industrial workers, and/or other similar  
19 job designations and titles during the period of the relevant statute  
20 of limitations, who worked one or more shifts in excess of 12  
21 hours.  
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23 All persons who are or have been employed by RENZENBERGER, INC.  
24 and/or DOES in the State of California as truck workers, industrial truck  
25 workers, industrial truck drivers, industrial vehicle drivers, industrial  
26 workers, and/or other similar job designations and titles during the period  
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1 of the relevant statute of limitations, who worked one or more shifts in  
2 excess of 3 hour and one-half hours, but less than or equal to 6 hours.  
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5 All persons who are or have been employed by RENZENBERGER, INC.  
6 and/or DOES in the State of California as truck workers, industrial truck  
7 workers, industrial truck drivers, industrial vehicle drivers, industrial  
8 workers, and/or other similar job designations and titles during the period  
9 of the relevant statute of limitations, who worked one or more shifts in  
10 excess of 6 hours, but less than or equal to 10 hours.  
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13 All persons who are or have been employed by RENZENBERGER, INC.  
14 and/or DOES in the State of California as truck workers, industrial truck  
15 workers, industrial truck drivers, industrial vehicle drivers, industrial  
16 workers, and/or other similar job designations and titles during the period  
17 of the relevant statute of limitations, who worked one or more shifts in  
18 excess of 10 hours.  
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21 All persons who are or have been employed by RENZENBERGER, INC.  
22 and/or DOES in the State of California as truck workers, industrial truck  
23 workers, industrial truck drivers, industrial vehicle drivers, industrial  
24 workers, and/or other similar job designations and titles during the period  
25 of the relevant statute of limitations, who separated their employment  
26 from Defendant.  
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All persons who are or have been employed by RENZENBERGER, INC. and/or DOES in the State of California as truck workers, industrial truck workers, industrial truck drivers, industrial vehicle drivers, industrial workers, and/or other similar job designations and titles during the period of the relevant statute of limitations, who worked one or more shifts in which they received a wage statement for the corresponding pay period.

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All persons who are or have been employed by RENZENBERGER, INC. and/or DOES in the State of California as truck workers, industrial truck workers, industrial truck drivers, industrial vehicle drivers, industrial workers, and/or other similar job designations and titles during the period of the relevant statute of limitations, who were subject to auto-deduct, when they were not relieved of all duties.

43. Plaintiff reserves the right under rule 1855, subdivision (b), California Rules of Court, to amend or modify the Class description with greater specificity or further division into subclasses or limitation to particular issues.

44. This action has been brought and may properly be maintained as a class action under the provisions of section 382 of the California Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

A. Numerosity.

45. The potential members of the Class as defined are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class Members has

1 not been determined at this time, Plaintiff is informed and believes that  
2 RENZENBERGER, INC. and/or DOES currently employ, and during the liability period  
3 employed, over fifty employees, all in the State of California, in positions as  
4 RENZENBERGER, INC. and/or DOES' non-exempt employees that are truck workers,  
5 industrial truck workers, industrial truck drivers, industrial vehicle drivers, industrial  
6 workers, and/or other similar job designations and titles in Sacramento County and  
7 dispersed throughout California during the liability period and who are or have been  
8 affected by RENZENBERGER, INC. and/or DOES' policies of wage theft, failure to pay  
9 all straight and overtime wages owed, failure to provide meal and/or rest periods without  
10 the appropriate legal compensation, willful failure to pay all wages due at time of  
11 separation from employment, failure to timely pay waiting time monies, and knowing and  
12 intentional failure to provide accurate and itemized employee wage statements.

13  
14 46. Accounting for employee turnover during the relevant periods increases this number  
15 substantially. Upon information and belief, Plaintiff alleges RENZENBERGER, INC.  
16 and/or DOES' employment records would provide information as to the number and  
17 location of all Class Members. Joinder of all members of the proposed Class is not  
18 practicable.

19 **B. Commonality.**

20 47. There are questions of law and fact common to the Class that predominate over any  
21 questions affecting only individual Class Members. These common questions of law and  
22 fact include, without limitation:

23 (1) Whether RENZENBERGER, INC. and/or DOES violated  
24 the *Labor Code* and/or applicable IWC Wage Orders in failing to pay  
25 employees all earned wages at the regular rate for all hours worked.

26 (2) Whether RENZENBERGER, INC. and/or DOES' violated  
27 the *Labor Code* and/or applicable IWC Wage Orders in automatically  
28 deducting thirty (30) minutes from its Non-Exempt Employees for each

1 day worked – regardless of whether the Non-Exempt Employees were  
2 relieved of all duties for thirty (30) minutes.

3 (3) Whether RENZENBERGER, INC. and/or DOES violated  
4 *Labor Code* section 226.7, IWC Wage Order No. 9-2001 or other  
5 applicable IWC Wage Orders, and California Code of Regulations, Title 8,  
6 section 11090, by failing to authorize, permit, and/or provide rest periods  
7 to employees for every four (4) hours or major fraction thereof worked  
8 and/or failing to pay said employees one (1) hour of pay at the employee's  
9 regular rate of compensation for each work day that the rest period was  
10 not authorized, permitted and/or provided.

11 (4) Whether RENZENBERGER, INC. and/or DOES violated  
12 *Labor Code* sections 226, 1174, 1175 and IWC Wage Order No. 9-2001  
13 subsections (7)(a), (7)(b), (7)(c) by knowingly, intentionally, and willfully  
14 failing to, among other things, accurately report compensation owed for  
15 rest period violations.

16 (5) Whether RENZENBERGER, INC. and/or DOES willfully  
17 failed to pay, in a timely manner, wages owed to members of the proposed  
18 Class who left RENZENBERGER, INC. and/or DOES' employ or who  
19 were terminated.

20 (6) Whether RENZENBERGER, INC. and/or DOES violated  
21 *Labor Code* section 203, which provides for the assessment of a penalty  
22 against the employer, by willfully failing to timely pay all wages owed to  
23 employees who left RENZENBERGER, INC. and/or DOES' employ or  
24 who were terminated.

25 (7) Whether RENZENBERGER, INC. and/or DOES violated  
26 section 17200, et seq. of the *California Business and Professions Code* by  
27 failing to pay all straight and overtime wages owed, failing to provide rest  
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1 periods without compensating proposed Class Members one (1) hour's  
2 pay for every day such periods were not provided, failing to pay all wages  
3 due upon termination of employment, and failing to keep accurate records  
4 of Class Members' compensation owed.

5 (8) Whether RENZENBERGER, INC. and/or DOES had  
6 uniform policies and/or practices of failing to pay employees all earned  
7 wages at the regular rate for all hours worked.

8 (9) Whether RENZENBERGER, INC. and/or DOES had  
9 uniform policies and/or practices of automatically deducting thirty (30)  
10 minutes from its Non-Exempt Employees for each day worked –  
11 regardless of whether the Non-Exempt Employees were relieved of all  
12 duties for thirty (30) minutes.

13 (10) Whether RENZENBERGER, INC. and/or DOES' uniform  
14 policy of automatically deduction thirty (30) minutes from its Non-  
15 Exempt Employees for each day worked – regardless of whether the Non-  
16 Exempt Employees were relieved of all duties for thirty (30) minutes –  
17 violated the *Labor Code* and Wage Orders.

18 (11) Whether RENZENBERGER, INC. and/or DOES had  
19 uniform policies and/or practices of failing to authorize, permit, and/or  
20 provide rest periods to employees for every four (4) hours or major  
21 fraction thereof worked and/or failing to pay said employees one (1) hour  
22 of pay at the employee's regular rate of compensation for each work day  
23 that the rest period was not authorized, permitted and/or provided.

24 (12) Whether RENZENBERGER, INC. and/or DOES had  
25 uniform policies and/or practices of failing to provide employees accurate  
26 and itemized wage statements.

27 (13) Whether RENZENBERGER, INC. and/or DOES had  
28

1 uniform policies and/or practices of failing to timely pay all wages owed  
2 to employees who left RENZENBERGER, INC. and/or DOES' employ or  
3 who were terminated.

4 (14) Whether RENZENBERGER, INC. and/or DOES' uniform  
5 policies violate Wage Order No. 9-2001 and *Labor Code* section 226.7.

6 (15) Whether RENZENBERGER, INC. and/or DOES wrongly  
7 converted Plaintiff's and proposed Class members' wages and/or monies  
8 to their own use.

9 (16) Whether RENZENBERGER, INC. and/or DOES  
10 fraudulently represented to Plaintiff and members of the proposed Class  
11 that all wages would be paid in order to induce Plaintiff and the Class he  
12 seeks to represent into believing all wages would be paid and to induce  
13 Plaintiff and the Class he seeks to represent to work for longer hours.

14 (17) Whether RENZENBERGER, INC. and/or DOES have been  
15 unjustly enriched by wrongfully and unlawfully failing to pay Plaintiff and  
16 members of the proposed Class wages they are owed.

17 (18) Whether RENZENBERGER, INC. and/or DOES violated  
18 *Labor Code* sections 226.7 and 512, IWC Wage Order No. 9-2001 or  
19 other applicable IWC Wage Orders and California Code of Regulations,  
20 Title 8, section 11090, by not relieving Non-Exempt Employees from all  
21 duties during a 30-minute meal period and not counting the time as time  
22 worked.

23 (19) Whether RENZENBERGER, INC. and/or DOES violated  
24 Cal. Code Regs. tit. 8, § 11090, subds. 11(B) by not providing second  
25 meal periods to Plaintiff and members of the proposed Class.

26 (20) Whether RENZENBERGER, INC. and/or DOES violated  
27 *Labor Code* sections 226.7 and 512, IWC Wage Order No. 9-2001 or  
28

1 other applicable IWC Wage Orders and California Code of Regulations,  
2 Title 8, section 11090, by failing to provide meal periods to Non-Exempt  
3 Employees per every (5) hours of continuous work and/or failing to pay  
4 said employees one hour of pay at the employee's regular rate of  
5 compensation for each work day that the meal period was not provided.  
6

7 (21) Whether RENZENBERGER, INC. and/or DOES' uniform  
8 policies of establishing and scheduling routes to be completed in overly  
9 demanding time frames resulted in RENZENBERGER, INC. and/or  
10 DOES not providing meal and rest breaks, in that said policies pressured  
11 its Non-Exempt Employees to complete their routes and/or assigned tasks  
12 within rigorous time frames and not take meal and rest breaks and/or not  
13 legally provide meal periods.

14 (22) Whether RENZENBERGER, INC. and/or DOES' uniform  
15 policies of establishing and scheduling routes and/or assigning tasks to be  
16 completed in overly demanding time frames resulted in  
17 RENZENBERGER, INC. and/or DOES pressuring its Non-Exempt  
18 Employees to complete their routes and/or tasks within the rigorous time  
19 frames and not take meal breaks.

20 (23) Whether RENZENBERGER, INC. and/or DOES' uniform  
21 policies of establishing and scheduling routes and/or assigning tasks to be  
22 completed in overly demanding time frames resulted in  
23 RENZENBERGER, INC. and/or DOES discouraging its Non-Exempt  
24 Employees from taking meal periods.

25 (24) Whether RENZENBERGER, INC. and/or DOES' uniform  
26 policies of establishing and scheduling routes and/or assigning tasks to be  
27 completed in overly demanding time frames resulted in  
28 RENZENBERGER, INC. and/or DOES impeding its Non-Exempt

1 Employees from taking meal periods.

2 (25) Whether RENZENBERGER, INC. and/or DOES' uniform  
3 policies of establishing and scheduling routes and/or assigning tasks to be  
4 completed in overly demanding time frames resulted in  
5 RENZENBERGER, INC. and/or DOES pressuring its Non-Exempt  
6 Employees to forego taking meal periods.

7 (26) Whether RENZENBERGER, INC. and/or DOES' had a  
8 pattern and practice of pressuring its Non-Exempt Employees to complete  
9 routes and/or assigned tasks within time frames that made it impractical  
10 for Non-Exempt Employees to be relieved of all duties for thirty (30)  
11 minute meal periods and/or ten (10) minute rest breaks.

12 (27) Whether the inexistence of a policy allowing a second meal  
13 period in shifts of over five (5) hours resulted in RENZENBERGER, INC.  
14 and/or DOES Non-Exempt Employees not being provided a second meal  
15 period in accordance with the *Labor Code* and Wage Orders.

16 (28) Whether the inexistence of a policy allowing a third rest  
17 period in shifts of over ten (10) hours resulted in RENZENBERGER,  
18 INC. and/or DOES' Non-Exempt Employees not being authorized and  
19 permitted to take a rest period in shifts of over ten (10) hours in  
20 accordance with the *Labor Code* and Wage Orders.

21 (29) Whether RENZENBERGER, INC. and/or DOES had a  
22 uniform policy of failing to pay Non-Exempt Employees for all straight  
23 and overtime wages owed.

24 (30) Whether RENZENBERGER, INC. and/or DOES violated  
25 *Labor Code* sections 510, 1194, and other provisions by shaving time and  
26 failing to pay all straight time and overtime wages owed.

27 48. The answer to each of these respective questions will generate a common answer capable

1 of resolving class-wide liability in one stroke.

2 49. Each of said respective work practices and/or policies were uniform throughout all of

3 RENZENBERGER, INC. and/or DOES' California locations during the class period.

4 50. Said common questions predominate over any individualized issues and/or questions

5 affecting only individual members.

6

7 **C. Typicality.**

8 51. The claims of the named Plaintiff are typical of the claims of the proposed Class.

9 Plaintiff and all members of the proposed Class sustained injuries and damages arising

10 out of and caused by RENZENBERGER, INC. and/or DOES' common course of conduct

11 in violation of laws and regulations that have the force and effect of law and statutes as

12 alleged.

13 52. Plaintiffs KRISTINA MCCONVILLE was subjected to the same uniform policies and/or

14 practices that affected all such employees.

15 53. Throughout the statutory period, RENZENBERGER, INC. and/or DOES' uniform

16 policies and/or practices resulted in said employees not being compensated for all straight

17 time and overtime wages.

18 54. Throughout the statutory period, RENZENBERGER, INC. and/or DOES' had uniform

19 policies and/or practices of automatically deducting thirty (30) minutes from its

20 employees for each day worked, regardless of whether the employees were relieved of all

21 duties for thirty (30) minutes, resulted in said employees not being compensated for all

22 earned wages

23 55. As a result of RENZENBERGER, INC. and/or DOES' uniform policies and/or practices

24 of automatic deductions and not paying all wages, Plaintiff and said truck workers,

25 industrial truck workers, industrial truck drivers, industrial vehicle drivers, industrial

26 workers, and/or other similar job designations and titles were not paid the wages owed to

27 them. Thus, Plaintiff and truck workers, industrial truck workers, industrial truck drivers,

28